

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
NATIONAL BUSINESS CENTER
DENVER FEDERAL CENTER, BUILDING 50
P. O. BOX 25047
DENVER, COLORADO 80225-0047**

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EMS TRANSMISSION
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To: All Washington Office and Field Officials
Attn: Personal Property, Contracting and Engineering Staffs

From: Property Operations and Systems Team

Subject: Cognizant Employee for Government-furnished Property to Contractors

Contract specifications generally require services to be provided by the contractor and the contractor provides any property required to perform the task. However, on occasion, the Government loans property to a contractor for use on a contract. When this is done, the contract will include FAR clause 52.245-4, Government-furnished Property (Attachment 1).

The Bureau property inventory system requires that a Fixed Asset number be assigned to all capitalized or sensitive property. This number is then entered into the Fixed Asset (FA) System under an Accountable Officer, a Custodial Officer, and a Cognizant Employee.

When capitalized or sensitive property is Government-furnished property under a contract, the contract administration team becomes part of the FA System. The designations are as follows: the Accountable Officer is always the State Director or Field Office Manager; the Custodial Officer is the Contracting Officer (CO); and the Cognizant Employee is the Contracting Officer's Representative (COR). At the end of the contract, the CO is responsible for ensuring the property is returned to the Accountable Officer to be further utilized or to be disposed of, as appropriate.

Questions may be addressed to Kathy Montgomery at (303) 236-9460 or Lois Perrin at (303) 236-9461.

Signed by:
Gwen Rush
Property Utilization Specialist

Authenticated by:
Lynne J. Lotvedt
Staff Assistant

1 Attachment
1 - FAR Claus (1 p)

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52.245-4 -- Government-Furnished Property (Short Form).

As prescribed in 45.106(d), insert the following clause:

Government-Furnished Property (Short Form) (Apr 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when --

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

© Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except --

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)